

## ***ARTICLE XI***

### **MISCELLANEOUS**

#### **Section 1 Work Rules**

The Employer agrees to establish reasonable work rules. The Union reserves the right to grieve the application or reasonableness of any work rule so established. These work rules shall not conflict with any of the provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least fourteen (14) calendar days prior to the effective date of the rule. For purposes of this Article, work rules are defined as and limited to: "Rules promulgated by the Employer within its discretion which regulate the personal conduct of employees."

#### **Section 2 Access to Personnel Files**

Employees shall have the right to inspect their personnel files. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record. Access to personnel files shall be limited to authorized management personnel, the employee and a Union representative if so designated in writing by the employee. Upon previous notification and at the employee's expense, the Employer shall make copies of such files for the employee. However, in the event of disciplinary action involving a suspension or discharge, the Employer upon request will furnish at no cost a copy of any material contained in the affected employee's personnel file.

#### **Section 3 Special Expenses**

Upon direction and approval of the Employer, employees shall be reimbursed for registration fees, conference fees, banquet tickets, and other authorized expenses that are incurred in the performance of his/her duties as a State employee.

#### **Section 4 Payment of Employee Moving Expenses**

Employees who are reassigned at the direction of the Employer shall be reimbursed for relocation and related expenses in accordance with the Relocation and Reimbursement Policy published by the Iowa Department of Personnel effective April 1999. See Appendix E for full text of the policy.

## **Section 5 Tuition and Related Reimbursements**

Subject to the availability of funds, the Employer shall establish an educational assistance program to provide employees with one (1) year of full-time employment an opportunity to enhance their job performance and/or career development. The plan shall provide for Employer participation in the cost of tuition expenses based upon successful completion of individual job related and/or career development courses.

*(Department of Human Services see Appendix J-2; Fiscal and Staff Unit see Appendix Q-7; Community Corrections see Appendix S-8)*

## **Section 6 Severe Weather/Emergency Closings**

A. When the Employer closes a State facility, all employees, including probationary employees, may use earned compensatory time, vacation or leave of absence without pay as they may elect. Employees may, with the approval of their Appointing Authority, also elect to work their regularly scheduled hours even though the State facility is closed to the general public. Employees will also be permitted to make up lost time within the same work week with the approval of their immediate supervisor.

When the facility is not closed, all employees, including probationary employees, who are unable to report to work may use earned compensatory time, vacation, or leave of absence without pay as they may elect.

B. If the proper management authority, who may consult with other knowledgeable persons, declares that an inclement weather situation or other emergency exists, the following shall apply:

1. If the employee reports within one-half ( $\frac{1}{2}$ ) hour of his/her regularly scheduled reporting time, the employee will be assumed to have reported on time.

2. If the employee reports after one-half ( $\frac{1}{2}$ ) hour of his/her regularly scheduled reporting time, the employee shall be credited with having worked the first one-half ( $\frac{1}{2}$ )

hour of the day plus all hours actually worked. Employees may elect to charge any additional lost time pursuant to 6(A) above.

*(Department of Human Services see Appendix J-3; Department of Veterans' Affairs - Veterans' Home Division see Appendix V-4)*

## **Section 7 Training**

The Employer agrees to make a good faith effort, contingent upon the availability of adequate funding, to provide employees with such training as is necessary, as determined by the Employer, to carry out the duties of their assigned positions or to enhance State job opportunities.

Training shall be offered by seniority to those employees who have not had the course, in compliance with operational efficiency.

## **Section 8 Identification Cards**

All employees shall receive identification cards. The Employer will replace at no cost all identification cards that wear out, and will replace one identification card a year at no cost that is lost by the employee.

## **Section 9 Time Sheets**

The Employer may not change an employee's time sheet arbitrarily.

## **Section 10 Retention of Disabled Employees**

A. It is the intent of both parties to encourage the retention of employees who may have become disabled while in State service. Consistent with the Americans with Disabilities Act, the Employer will make reasonable accommodations for such employees.

B. The parties agree that employees who have become temporarily disabled due to a work-related illness or injury should be considered before other disabled employees for reasonable temporary job modifications. Employees who have become temporarily disabled due to an illness or injury that is not work-related will be considered for

reasonable temporary job modifications on the basis of Employer needs after they have been released to return to work by their medical practitioner.

C. The parties agree that the provisions of this Section may not be appealed to arbitration under Article IV of this Agreement.

## **Section 11 Performance Evaluation**

All bargaining unit employees are entitled to a fair and impartial performance evaluation.

## **Section 12 Contracting and Job Security**

A. When a decision is made by the Employer to contract or subcontract work which would result in the layoff of bargaining unit members, the State agrees to a notification and discussion with the local union not less than sixty (60) days in advance of the implementation.

B. If, as a result of outsourcing or privatization following an Employer initiated competitive activities process, positions are eliminated, the Employer shall offer affected employees other employment within Iowa State government. "Other employment" shall first be sought within the affected employee's department and county of employment. Affected employees accepting "other employment" shall not be subject to loss of pay nor layoff pending placement in "other employment" under this Section. Neither shall such employees be subject to a decrease in pay in their new position. However, affected employees will not be eligible for any pay increase until such time as their pay is within their new pay grade range. In the alternative, employees may elect to be laid off.

Employees placed in "other employment" under this Section, as well as those electing to be laid off, will be eligible for recall to the classification held at the time of outsourcing or privatization, in accordance with Article VI of this Agreement.

## **Section 13 Work Areas**

The Union and the Employer shall develop and implement incentives which are non-economic in nature, to encourage employees to enter and/or remain in less desirable work

areas, subject to the approval of the Director of IDOP and the President of AFSCME/Iowa Council 61.

#### **Section 14 Employee Assistance Program**

A. The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of job duties and responsibilities. Therefore, the Employer will provide an Employee Assistance Program (EAP) in order to aid such employees. The Employer and the Union will encourage employees to seek professional assistance when necessary.

B. The EAP is confidential. Any information shared with the EAP will not be released to anyone without written consent of the employee.

C. An employee's participation in the EAP is separate from the disciplinary process and will not protect the employee from disciplinary action due to poor job performance or rule infraction. Likewise, an employee's participation in the EAP will not jeopardize the employee's career. While State policy is to offer assistance to employees, disciplinary action may result if an employee's job performance continues to be adversely affected.

#### **Section 15 Labor-Management Meetings**

A. The Employer and Union agree to establish monthly labor/management meetings when requested by the appropriate Local/Chapter no less than one (1) week in advance. Up to six (6) representatives from the Union and up to an equal number of management will attend the meetings. The purpose of the meetings shall be to afford both labor and management a forum in which to communicate on items that may be of interest to both parties. The meetings are established as a communication vehicle only and shall not have authority to bind either the Union or management with respect to any of the items discussed. Union representatives will be in pay status for all time spent in labor/management meetings which are held during their regularly scheduled hours of employment. The Employer is not responsible for any travel expenses or other expenses incurred by employees for the purpose of complying with the provisions of this Article, except as provided by statewide labor/management meetings.

B. The Employer and the Union agree to establish quarterly meetings on a statewide level when requested by the Union for discussion of issues which were unresolved at the Local/Chapter level and which affect employees in AFSCME bargaining units. Agenda items shall be exchanged at least two (2) weeks prior to the meeting. One Union representative from each Local/Chapter and up to an equal number from management will attend the meetings without loss of pay. Any employee who must travel more than twenty (20) miles will be reimbursed for mileage expense only. Such reimbursement shall be at the rate of twenty-four cents (\$.24) per mile or as set by statute, whichever is greater. Union members will attempt to car pool when possible.